

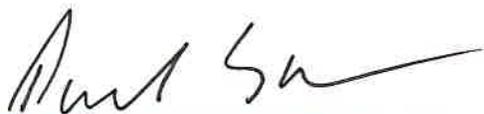
**City of Boulder City
Request for Proposal (“RFP”)
RFP 2025-04 BC Airport Land Development
(FEBRUARY 12, 2025)**

Proposals will be received electronically on the Nevada Government eMarketplace (NGEM) System at www.ngemnv.com until **March 31, 2025 AT 1:00 p.m.**, at which time proposals will be publicly unsealed.

An optional site visit can be schedule on the following days between **10AM-1PM**. Tour is limited to 4 people per Respondent and Respondent may only attend one site visit on **March 6th, 11th, or 12th, 2025**. **To Schedule a site visit email Madou@bcnv.org at least 3 days in advance. Please plan approximately 30-45 minutes for the tour and no more than 4 individuals per group.**

All questions or concerns can be submitted electronically on the NGEM System or via e-mail to Paul Sikora, Purchasing Manager at psikora@bcnv.org. The cut-off time for all questions is **March 13, 2025 at 12:00 p.m Pacific Time**. If any questions are received, an addendum may be issued to answer those questions, and any addendum will be posted in the NGEM System and will be made available at the City of Boulder City Purchasing Office.

Proposal documents may be accessed at www.ngemnv.com or at the City of Boulder City Purchasing Office, Monday through Thursday, 7:00 a.m. – 5:45 p.m. at City Hall, 401 California Ave, Boulder City, Nevada, 89005. The City reserves the right, in its sole and absolute discretion, to reject any or all proposals, waive any informality or technicality, or accept any proposal deemed by the City to be in the best interest of the City.



Paul Sikora
Purchasing Manager

Published Las Vegas Review Journal February 15, 2025

**City of Boulder City
Request for Proposal (“RFP”)
RFP 2025-04 Boulder City Airport Land Developer**

SECTION 1: TERMS OF REQUEST FOR PROPOSAL

- 1. CAPITALIZED TERMS:** Capitalized terms used and not otherwise defined in this Request for Proposal (“RFP”) shall have the meanings set forth in the Definitions Addendum attached hereto.
- 2. PROJECT:** The City is issuing this RFP for Proposals from experienced Respondents to develop vacant aeronautical land at the Boulder City Municipal Airport. The Respondent will design, construct, operate, manage, improve, repair and maintain all proposed improvements and facilities as described in the Scope of Work attached hereto (collectively, the “**Project**”).
- 3. FORM OF CONTRACT:** The contract for the Project (the “**Contract**”) will be in the form of an agreement between the successful and the City on terms and conditions acceptable to the City in its sole and absolute discretion.
- 4. EXPLANATIONS TO RESPONDENT:** Any explanations desired by any Respondent regarding the meaning or other interpretation of any provisions of this RFP must be requested in writing and with sufficient time to allow a reply to reach such Respondent before submission of its Proposal. Every request for such interpretation should be in writing addressed to Paul Sikora by email at Psikora@bcnv.org or by mail at ATTN: Paul Sikora, Purchasing Manager, City of Boulder City, 401 California Avenue, Boulder City, Nevada, 89005. Any written explanations and any supplemental instructions deemed necessary by the City will be in the form of a written addendum to this RFP which, if issued, will be e-mailed to all known prospective Respondents and published in the Nevada Government E-Marketplace. No oral explanations given to any Respondent will be binding. Failure of any Respondent to receive any such addendum or explanation shall not relieve such Respondent from any obligation under the Proposal documents as submitted. All addenda issued shall become part of the Proposal documents.
- 5. METHOD OF EVALUATION AND AWARD:** The evaluation of the Proposals will be conducted by City personnel. Prepare your Proposal according to the appropriate sections and your Proposal will be evaluated accordingly.
- 6. NO ASSIGNMENT OF RIGHTS:** No rights with respect to this RFP or the Contract may be assigned, transferred, conveyed, or otherwise disposed of by any Respondent in any manner, unless approved in writing by the City.
- 7. CONDITIONS OF PROPOSAL SUBMITTAL:**

 - (a) Each Proposal must be signed by a duly authorized official of the Respondent submitting such Proposal.
 - (b) No Proposal will be accepted from any Respondent that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by the City Staff or City Council.
 - (c) All Proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

- 7. RECOMMENDATION OF AWARD:** The City will issue a Recommendation of Award Notification based on the Respondent who submits the most responsive, responsible Proposal deemed by the City to be in the City’s best interest.
- 8. PROTESTS:** The City will publish the Recommendation of Award Notification in the Nevada Government E-Marketplace. A copy will also be emailed to every Respondent who submitted a Proposal. Respondents will have five (5) business days from the date such Recommendation of Award Notification is published to file with the Purchasing Office a written notice of protest regarding the proposed award of the Contract set forth in such Recommendation of Award Notification. Any notice of protest must include a statement setting forth, specifically, the reasons the Respondent filing the notice of protest believes that applicable provisions of this RFP or law were violated. In order for a notice of protest to be valid, the Respondent filing such notice of protest must post a bond with a good and solvent surety authorized to do business in the State of Nevada and supply it to the Purchasing Office concurrent with such filing. The bond posted must be in a form acceptable to the City and in an amount equal to the lesser of (i) twenty-five percent (25%) of the total value of the Proposal submitted by the Respondent filing the notice of protest; or (ii) two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the Contract until a determination on such notice of protest is made by the City Council. No Respondent who makes an unsuccessful Proposal may seek any type of judicial intervention until after the City Council has made a determination on each notice of protest and awarded the Contract. Neither the City nor any representative of the City is liable for any costs, expenses, attorney’s fees, loss of income or other damages sustained by any Respondent who submits an unsuccessful Proposal, whether or not such Respondent files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the Respondent who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

- 10. LICENSES:** Each Respondent must possess all governmental licenses required to operate and manage the Project, copies of which must be provided to the City prior to submission of a Proposal by such Respondent. *Upon award the successful Respondent may be required to obtain a City of Boulder City Business License.*
- 11. PUBLIC “UNSEALING”:** Proposals received will be “Unsealed” in the Nevada Government E-Marketplace and the names of the Respondents will be available for review. However, Respondents will only be able to view their own Proposal document after the Proposals are unsealed.
- 12. TERM OF CONTRACT:** The term of the Contract will commence upon the mutual execution and delivery of the Contract and will continue until a date mutually agreed upon during Contract negotiations.
- 13. GENERAL LIABILITY INSURANCE:** Prior to the commencement of the Contract, the successful Respondent must provide properly executed Certificates of Insurance to the City,

which shall clearly evidence all insurance required by the City, including comprehensive general liability insurance in which the City shall be the named insured or be named as an additional insured. Such insurance must (i) waive subrogation against the City, its officers, agents, employees and contractors; (ii) be primary (i.e., with any insurance or self-insurance maintained by the City applying in excess of, and not contributing with, the insurance required); (iii) include or be endorsed to cover the Respondent's contractual liability to the City; and (iv) have no deductible or self-insured retention exceeding \$250,000.00 without the City's written approval. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage unless approved in writing by the Purchasing Office.

The policy shall provide the minimum limits outlined in Attachment D.

- 14. WORKER'S COMPENSATION INSURANCE:** The successful Respondent shall secure, maintain in full force and effect, and bear the cost of complete Worker's Compensation Insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616A-616D, inclusive, for the duration of the Contract and shall furnish the City, prior to the execution of the Contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. Neither the City, nor any of its officers, agents, employees or contractors, will be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this section.
- 15. INDEMNITY:** The successful Respondent agrees to defend, indemnify, and hold harmless the City, and its officers, agents, employees and contractors, from and against any and all causes of action or claims arising out of or related to the Respondent's operation or management of the Project.
- 16. PROVISIONS PROVIDED BY LAW:** Each and every provision and clause required by law to be inserted in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract forthwith shall be physically amended to make such insertion or correction. Each Respondent's attention is directed to the fact that all applicable City, county, state and federal laws, and the rules and regulations of all governmental authorities having jurisdiction over the Project, shall apply to the Contract throughout its duration, and they will be deemed to be included in the Contract the same as though herein written out in full.
- 17. ADDENDA INTERPRETATIONS:** If it becomes necessary to revise any part of this RFP, a written addendum will be provided. The City is not bound by any oral clarifications with respect to this RFP. Each such addendum must be acknowledged and returned in the Proposal submission.
- 18. CANCELLATION OF RFP OR AWARD:** The City reserves the right, for any reason whatsoever (including no reason), to cancel this RFP or the award of any Contract to any Respondent at any time before the Contract has been approved by the City Council and mutually executed and delivered. The City shall have no obligation or liability for any costs, expenses, attorney's fees, loss of income or other damages sustained by any Respondent as a result of any such cancellation.

- 19. INCURRED EXPENSES AND RESPONSIBILITY:** The City is not responsible for any expenses any Respondent may incur in preparing and submitting any Proposal. Responding to this RFP creates no contractual or other rights of any Respondent, nor is any obligation incurred on the part of the City by receipt of any Proposal or by engaging in any Contract negotiations. Failure by the City to select any Respondent for negotiations shall create no claim, or cause of action, legal or equitable, including but not limited to, damages for Respondent's cost of preparation.
- 20. TAXES:** Under the Contract, the successful Respondent will be solely responsible for all sales, personal property, employment and other taxes applicable to the operation of the Project.
- 21. EXCEPTIONS:** Each Respondent shall declare on a separate sheet of paper any exceptions to this RFP and attach it to its Proposal.
- 22. AUDIT OF RECORDS:**
- a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to the Project in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to the Project for a period of three (3) years after the expiration or sooner termination of the Contract. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to the Project.
 - b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to the Project at any time during normal business hours for any or no reason, and to copy and/or transcribe any information that the City desires concerning successful Respondent's operation and management of the Project. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated representative(s) find that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representative(s) to inspect and audit all records of the Project or successful Respondent relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.
- 23. TITLE VI SOLICITATION NOTICE:** The City in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all s that it will affirmatively ensure that any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full and fair

opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- 24. INDEPENDENT CONTRACTOR:** In the performance of the Contract, the successful Respondent and any persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful Respondent as the sole responsible party for the performance of the Contract. The successful Respondent shall maintain complete control over its employees. Nothing contained in the Contract or awarded by the City shall create a partnership, joint venture or agency. Neither the successful Respondent nor the City shall have the right to obligate or bind the other party in any manner to any third party.
- 25. PUBLIC RECORDS:** The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). With the exception of financial information or other clearly labeled proprietary information provided by Respondents, the City's records are public records, which are subject to inspection and copying by any person, unless declared by law to be confidential. The RFP documents, all Proposals submitted in response to this RFP, and the Contract are all deemed to be public records. Any information deemed to be confidential or proprietary by Respondent should be clearly noted on the page(s) where such confidential information is contained; however, the City cannot guarantee that it shall not be compelled to disclose all or part of any public record since information deemed to be confidential by Respondent may not be considered confidential under Nevada law or pursuant to a court order. All Proposals submitted become the property of the City.
- 26. COMPANY PERSONNEL:** The successful Respondent is solely responsible for the supervision and control of its company staff that operate and manage the Project; however, the City reserves the right to request removal from the Project the successful 's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request.
- 27. KEY PERSONNEL:** For the City:
- Paul Sikora, Purchasing Manager.** He is responsible for the administration and audit of the Contract and any contractual changes. He can be reached at (702) 293-9246, or at psikora@bcnv.org. Monday through Thursday, 7:00 a.m. to 6:00 p.m.
- Marissa Adou, Airport Manager.** She or her designee is responsible for monitoring the Project and is responsible for any requested changes by the Respondent. She can be reached at (702) 293-9405 x4, or at madou@bcnv.org, Monday through Thursday, 7:00 a.m. to 6:00 p.m.
- 28. ACCEPTANCE OF TERMS AND CONDITIONS:** By submitting a Proposal in response to this RFP, any Respondent accepts all terms and conditions set forth in this RFP. The cutoff time for any questions regarding this Request for Proposal is **March 13, 2025 at 12:00 p.m. Pacific Time**. Any questions submitted beyond this cutoff time will not be answered.

**City of Boulder City
Request for Proposal (“RFP”)
RFP 2025-04 Airport Land Development**

SECTION 2: DEFINITIONS

Certificates of Insurance – a document issued by an insurance company/broker that is used to verify the existence of insurance coverage under specific conditions granted to listed individuals. This document should list the effective date of the policy, the type of insurance coverage provided, the type and dollar amount of applicable liability, and shall list the City as an additional insured.

City - the City of Boulder City.

City Attorney – the lawyer appointed as legal counsel to represent the City in all legal matters.

City Clerk - a public officer charged with recording the official proceedings and vital statistics of the City.

City Council - the legislative body that governs the City.

City Manager - a person not publicly elected but appointed by the City Council to manage the City.

City Records - information, minutes, files, accounts or other records which the City is required to maintain, and which must be accessible to review by the public.

City Staff - any person currently employed by the City.

Contract Period – the time from the notification of award of the City Council by the City Clerk to the successful Respondent until the time of the completion of the Contract.

Key Personnel - defined City employees listed in Section 26.

Nevada Government E-Marketplace (NGEM) – The on-line site where proposals are advertised, questions are answered, proposals are submitted, and Recommendations of Award Notifications are posted.

Nevada Public Records Law – as defined in NRS Chapter 239.

Proposal - document returned by Respondent to the City offering the product or service that meets the requested specifications. Respondent will fill out the Proposal documents with their price offering and complete all required documents. will enter their Proposal in the Nevada Government E-Marketplace prior to the cutoff date and time detailed on the RFP.

Purchasing Office – The City department that reviews the Proposals for compliance to specifications, reviews the pricing, and awards the Contract to the most responsive and responsible Respondent.

Recommendation of Award Notification – notification to the general public that the City has recommended a Respondent who has been selected based on having the best Proposal by meeting the criteria listed in the Proposal documents.

Representative – person who represents a Respondent and compiles questions to enable the company to submit a bid that accurately identifies the City’s requirements.

Respondent – person who offers the requested product or service to the City on the official RFP.

Boulder City Municipal Airport – Owned and Operated by the City of Boulder City and may be referred to as Airport or KBVU or BVU.

**City of Boulder City
Request for Proposal (“RFP”)
RFP 2025-04 Airport Land Development**

SECTION 3: SCOPE OF WORK

I. BACKGROUND:

The City of Boulder City (City) is the owner and airport sponsor of the Boulder City Municipal Airport (KBVU). The Airport is located 3.5 miles southwest of the City of Boulder City town center, and approximately 25 miles southeast of Las Vegas and southwest of the Lake Mead National Recreation Area. While the Airport is located in Clark County, it is not a part of the Clark County Department of Aviation airport system. It is categorized by the FAA as a non-hub primary commercial service airport and is the third busiest airport in Nevada based on enplanements. The elevation is 2203 feet above mean sea level, and the property consists of approximately 525 acres.

The Airport is comprised of two runways:

- Runway 09-27 is 5103 feet long and 75 feet wide, and the design aircraft is B-II-2.
- Runway 15-33 is 3852 feet long and 75 feet wide, and the design aircraft is A-I-1A

and three taxiways: Alpha, Bravo, and Delta to support aircraft operations.

A single fuel storage facility is located on the airfield that houses (2) 20,000-gallon Jet-A tanks and (1) 12,000-gallon 100LL (aviation gasoline) tank. Self-service of 100LL and Jet-A is also available.

Currently the airport has a variety of businesses open to the public including FBOs, sightseeing air tour companies, helicopter maintenance overhaul and repair station, avionics shops, paint booth, and aircraft parts.

The Airport is currently in the process of adding an Air Traffic Control Tower (ATCT) to the airfield and anticipates beginning construction in late 2025 to early 2026. The ATCT will be located adjacent to the Northwest Land Development Area as depicted in Exhibit B.

There are currently 112 general aviation hangars on ground leases located on the east side of the airport. Additionally, there are 28 hangars the City owns and rents. The Airport also has 30 tie-down spaces that are rented out on a monthly basis. The City recognizes the growing need in the area for more general aviation aircraft storage area as it has a waitlist for tie-downs with 54 individuals and for hangars with 170 individuals looking for a place to store their aircraft.

II. PROJECT

It is the intent of the Airport to enter into agreements with one (1) or more qualified parties (“Respondents”) interested in leasing land (the “Premises”) surrounding Boulder City Municipal Airport in Boulder City, Nevada (**see Exhibit A & B, for areas of land**). The Airport is seeking proposals that will provide for the highest and best use of the Premises from Respondent(s) whose combination of experience, personnel and financial capability will result in high-quality, on-airport aviation related aeronautical services facilities to support general aviation activities at the Boulder City Municipal Airport (Airport or BVU).

The information obtained in this RFP may be used for planning purposes and for making strategic decisions regarding future development of other areas of the airport.

Respondents are asked to submit a written proposal based on the criteria listed below, subject to any addenda that the City may release prior to the RFP due date. Proposals will be reviewed and scored by the City's Evaluation Panel and will serve as the basis for the interview, if conducted, between the Respondents and the City's Evaluation Panel.

City of Boulder City is seeking to understand the Respondent's intent and vision for the Boulder City Municipal Airport property (see **Exhibit A & B**) through a narrative description and graphical depiction outlining how the Respondent would approach the development and operations of the property as well as any unique project elements proposed by Respondent. The City is seeking conceptual design work at this stage of the process. This could include commercial facilities for a potential Fixed Based Operator (FBO), multi-use facilities for individual aeronautical service providers to operate from, and commercial and non-commercial general aviation facilities or non-commercial facilities such as aircraft storage. City of Boulder City sees an interest in further development including (but not limited to):

- Business Space (office, hangar, ramp area) for aviation businesses such as maintenance, flight school, etc.
- General Aviation Hangar Space
- Shade Hangars/Covered Tie Down
- Adequate parking for aircraft and vehicles for the designed development
- Overflow Parking area or garage
- Restaurant
- Large meeting space
- Conference Room Space (minimum capacity 250 persons, with amenities)

The City is not seeking detailed site plans or detailed design work.

Finally, the City acknowledges that proposals will be speculative and based on Respondent's best understanding of the site, market and goals of the City at this stage of this process. That said, the City is seeking complete proposals that demonstrate Respondent's soundness of approach to planning, financing and developing the property.

Project Areas:

1. East GA Hangar Area (**Exhibit A**):

This approximately 2.6-acre area is located on the southeast corner of the airport north of Runway 27 and south of Taxilane 4 box hangars. A taxilane will be required to be built to connect with Taxiway Alpha adjacent to the Fuel Farm.

A. This project area will be limited to general aviation hangars for the storage of aircraft.

2. Northwest Land Development Area (**Exhibit B**):

The area for development contains approximately 40 acres of undeveloped land. Airside access is available via Bravo taxiway. The Respondent will be responsible for constructing connectors to Taxiway Bravo.

A. This project area will be limited to aeronautical developments City of Boulder City sees an interest for further aeronautical developments including (but not limited to):

"Clean Green Boulder City"

- Business Space (office, hangar, ramp area) for aviation businesses such as maintenance, flight school, etc.
- General Aviation Hangar Space
- Shade Hangars/Covered Tie Down
- Adequate parking for aircraft and vehicles for the designed development
- Overflow Parking area or garage
- Restaurant
- Large meeting / conference space

III. PROPOSAL ASSUMPTIONS AND RESPONDENT RESPONSIBILITIES:

In order to be eligible for consideration, Respondents must be in good standing with the City at the time the proposal is submitted and for the prior three (3) years. In making a determination of “good standing” consideration shall include, but not be limited to, monies owed to the City, defaults on any leases/contracts/agreements and/or any other negative legal processes or adverse terminations. Proposals from Respondents who have not previously entered into a prior lease/contract/agreement with the City shall be considered to be in good standing. Proposals from Respondents not in good standing shall not be evaluated. For purposes of this section, “Respondent” shall include all persons and entities having a beneficial and/or financial interest in the proposal, as well as the corporate/company officers and/or owners.

The City will only consider proposals for aeronautical uses of the Premises, as defined by the Federal Aviation Administration (FAA) in Order 5190.6b Change 3, as any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations.

1. **Existing Zoning and Permitting:** All permitting is to be completed with the City of Boulder City in accordance with their codes and standards subject to additional review and stipulations related to FAA review and compatibility with airfield operational constraints.
2. **Property Disposition:** Ground Lease Only – up to 30-year initial term. The City’s fee interest may not be pledged or used in any way as collateral for financing – Respondent may pledge its Ground Lease interest as collateral if needed in accordance with the Ground Lease terms.
3. **Infrastructure:** The Respondent is responsible for the design, financing, and construction of aprons/ramps, taxiways, taxilanes, roads, vehicle parking, utilities, and drainage to access all project areas.
4. **Ground Lease Financial Return:** The City is seeking to maximize its financial return potential to create long-term, sustainable revenue streams to sustain the financial health of the airport. Subject to its federal obligations regarding Airport rates and charges, the City values quality employment opportunities that can be an economic driver for the region, which benefits the City and its Airport. In the absence of other material consideration, the City has appraised the Project Areas and the appraised values are:

Project Area	Total Size (acres)	Price Per Square Foot Per Year	Total Price Project Area Per Year
East GA Hangar Area <i>(Exhibit A)</i>	2.6	\$.89	\$101,085
Northwest Land Development Area <i>(Exhibit B)</i>	40.79	\$.52	\$930,598

5. **Ground Lease Agreement:** The City’s template ground lease agreement will be developed and negotiated between the City and selected Respondent(s).
6. **Legal Council:** Thompson Burton PLLC is the City’s Aviation Counsel and will be utilized during contract negotiations under this solicitation and may be used in subsequent related matters with the development of airport properties. The City expects the selected Respondent to not ask Thomas Burton PLLC to represent it on any City-related matters and that the

selected Respondent will waive any conflicts for Thomas Burton PLLC to continue to represent the City.

7. **FAA Obligations:** The Airport is obligated to the FAA and the Respondents shall be held to these requirements and approvals for items not limited to NEPA, Design Standards, etc. Respondents are advised that the development shall be subject to all applicable FAA standards, design criteria and regulations. It should be noted and understood that building and construction materials may not interfere with navigational aids. Expansive Apron connections to existing taxiways will not be considered, Respondents are encouraged to incorporate in their plans and design taxiway connectors to aprons adjacent to the Airport Taxiways. The cost of which will be the sole responsibility of the successful Respondent(s).

It is the responsibility of the Respondent to review and must have the ability to meet or exceed the requirements described below which include but are not limited to:

- a) Adherence to City of Boulder City Code:
https://library.municode.com/nv/boulder_city/codes/code_of_ordinances
- b) Airport's Rules, Regulations and Minimum Standards:
<https://www.bcnv.org/722/Documents-Forms>
- c) Adherence to the Airport's Master Plan:
<https://flybvu.com/722/Documents-Forms>
- d) Adherence to the Federal Aviation Administration's (FAA'S) standard for aviation use (e.g., residential, and non-aviation related retail development is prohibited)

The Respondent shall be solely responsible for:

- a) thoroughly examine this RFP and ensure that the proposal clearly and directly responds to each of the requirements, including, but not limited to its content and format; and
- b) conducting its own due diligence to determine the suitability of the Premises for the use and financial investment proposed. All plans and specifications for the development shall be subject to specific approval by the City prior to the commencement of construction; and
- c) all aspects of the development, including design, drainage, permitting, construction and all the costs associated therewith. In the event that two or more proposals are determined to be equally desirable, the Respondent(s) proposing to use higher quality construction materials, methods and finishes shall be given preference; and
- d) ensuring the height of any proposed developments on these parcels are approved by the FAA. Heights will be restricted by Federal Aviation Administration (FAA) airspace-related restrictions. It is up to the Respondent to do their due diligence on the requirements; and
- e) maintaining airport security throughout all stages of the development, construction, and operation of the proposed facility; and
- f) ensuring that construction does not impact airport operation (planning and coordinating construction activities that could have an impact on overall Airport Operations; controlling Foreign Object or Debris (FOD); and
- g) extension of all utilities, communication utilities and access roads to the premises.

The successful Respondent shall be required to enter into a Leasehold Agreement ("Agreement") with the City for a total lease term (including all extensions and/or renewal options) not to exceed fifty (50) years. Select terms and conditions specific to the proposal will be determined during negotiations with the successful Respondent. This RFP, including any addenda, and the successful proposal shall be incorporated therein by reference.

The Premises shall be delivered in “as is” condition, including, without limitation, any existing utility and/or avigation easements, subsurface conditions, existing structures, the presence of oil or hazardous materials, and laws ordinances and regulations affecting the same. The City makes no representation or warranties of any kind, expressed or implied, in fact or in law, with respect to the condition of the Premises.

1. Reserved Rights

The City of Boulder City reserves the right to waive any formalities or irregularities in, or reject any or all proposals, and to award or refrain from awarding any contract for services. The City of Boulder City is not liable for any costs incurred by the responding parties prior to the issuance of an executed contract or agreement. In addition, the City reserves the rights to:

- a) Make such investigation or request clarifications, as it deems necessary to determine the ability of any Respondent to perform as proposed and the Respondent shall provide such information as the City deems necessary. Such information may include but shall not be limited to current financial statements prepared by an independent CPA; business entity filings, including, but not limited to, operating agreements; verification of availability of equipment and personnel, past performance records, and fiscal viability.
- b) In accordance with federal regulations, an airport sponsor, including the City, may elect to provide certain aeronautical services directly using its own employees, vehicles, equipment, and resources. In this case, the sponsor can exercise its proprietary Exclusive Rights. **The City reserves the right to declare its proprietary exclusive rights.**
- c) Cancel, re-advertise, postpone, or modify the RFP schedule.
- d) Negotiate with any or all Respondents.
- e) Accept the proposal(s) which, at the Authority’s absolute and sole discretion, best serves the interests of the City; and
- f) Retain all proposals submitted and to use any ideas submitted as part of a response regardless of whether that proposal is selected.

2. Environmental

Respondent will need to complete any environmental assessment(s) deemed necessary by the City or FAA as part of the development process after the project is awarded.

3. Utilities

The site has ready access to electric, water, sewer, and communication utilities. will need to investigate and confirm availability of communication services and will be responsible for any utility changes, e.g., increase in service, relocation of services, and maintaining current levels of service.

VI. SUBMITTAL INFORMATION AND REQUIREMENTS:

Interested Proposers must provide a PDF electronic versions of their Proposal(s) through NGEM. Each must follow the instructions for preparing the Proposal of such in the prescribed format as outlined in this section. Do not include any extraneous or marketing information. This proposal may not exceed THIRTY-FOUR (34) single-sided pages. Pages having photos, charts, and/or graphs that provide additional evaluation information will be counted towards the maximum number of pages.

The following information is not included in the page limit:

1. Submittal Cover Sheet
2. Tabs
3. Table of Contents
4. General Information, maximum of 1 page
5. Attachments A through E

Tab A – Table of Contents (with page numbers)

Tab B – General Information

Cover letter identifying the full company name and Respondents' primary place of business, legal company organization information (Corporation, LLC, Joint Venture, etc.), and an introduction of the Respondent. If the Respondent has completed similar developments, please showcase these here as well as completing **Attachment C** with references contact information.

Tab C – Boulder City Municipal Airport (Specify Project Area)

The following submittal requirements are designed to capture Respondent's overall vision, intent and development plan for the selected Project Area(s).

1. Provide a narrative statement of Respondent's vision for the Project Area.
2. Provide a graphical concept plan that demonstrates Respondent's vision.
3. Describe the expected mix of land uses, types of end-users and unique features of the proposed development.
4. Describe the necessary changes (if any) to the existing entitlements to accomplish Respondent's vision.
 - a. If Respondent has a specific or unique land-use strategy that they intend to utilize, please describe it in detail.
5. Provide a horizontal infrastructure phasing plan.
 - a. Include a description of Respondent's strategic approach to both planning and building the horizontal infrastructure.
 - b. Include a description of how Respondent intends to finance infrastructure development.
6. Provide a vertical development phasing plan.
7. Describe Respondent's branding strategy for the property.
 - a. Include a narrative statement on how the property will be positioned within the marketplace and the property's key differentiators.
 - b. Provide sufficient basis to support the proposed positioning and key differentiators.
8. Provide a narrative statement on the key design elements that Respondent intends to instill within the property.
9. Describe how Respondent intends to maintain high-quality design and appeal throughout the entire property.
10. Describe how Respondent intends to manage public space and common areas throughout the property.
11. Provide a schedule for the major negotiation, planning, and development milestones for the initial five years from Respondent's selection.

Tab D – Property (Starting Point): The following submittal requirements are designed to capture Respondent's proposal as to where and how aeronautical development will begin within Boulder City Municipal Airport.

1. Identify the Project Area(s).

"Clean Green Boulder City"

2. Identify the location in number of acres (approximately) within Boulder City Municipal Airport which Respondent would like to initiate aeronautical development (“Starting Point”).
 - a. Provide a visual depiction showing Respondent’s proposed Starting Point within context to the rest of the Airport property.
 - b. Describe why Respondent has chosen its proposed Starting Point. Provide sufficient basis to support the proposed Starting Point.
3. Describe the expected mix of land uses, types of end-users, and unique features of the proposed Starting Point development.
4. Provide a graphical concept plan that demonstrates Respondent’s vision for the Starting Point development.
5. Describe the necessary changes (if any) to the existing entitlements to accomplish Respondent’s proposed development of the Starting Point.
6. Describe the horizontal infrastructure necessary to support Respondent’s proposed development of the Starting Point.
 - a. Include preliminary cost estimates.
7. Describe how Respondent intends to finance the necessary horizontal infrastructure for the Starting Point.
 - a. Specifically describe the type of financing.
 - b. Include a description of the process Respondent must go through to obtain all necessary approvals/authorizations to obtain horizontal infrastructure financing.
 - c. Include a typical timeline for Respondent to obtain any necessary approvals/authorizations for horizontal infrastructure financing.
8. Describe the first vertical development Respondent envisions within the Starting Point.
 - a. Include product type, size/scale, and marketing approach (e.g. pre-lease, build-to-suit or speculative).
9. Describe how Respondent intends to finance the first vertical development within the Starting Point.
 - a. Specifically describe the type of financing.
 - b. Include a description of the process Respondent must go through to obtain all necessary approvals/authorizations to obtain vertical development financing.
 - c. Include a typical timeline for Respondent to obtain any necessary approvals/authorizations for vertical development financing.
10. Describe how Respondent intends to promote development opportunities within the Starting Point.
 - a. Include a detailed description of how prospects will be sourced, managed, and successfully closed.

Tab E – Deal Structure: The following submittal requirements are designed to capture Respondent’s preferred deal structure with the City of Boulder City and key financial terms.

1. Describe, in detail, how and when Respondent envisions phasing the acquisition of leasing and development rights from the City for the Starting Point property.
2. Describe, in detail, how Respondent envisions phasing the acquisition of leasing and development rights from the City for additional property, beyond the Starting Point, within the Boulder City Municipal Airport.
 - a. Include detail of any proposed key development milestones necessary (if any) to obtain additional leasing and development rights
3. Describe how the Respondent intends to make this project profitable for Respondent.
4. Describe how the Respondent envisions this project will be profitable for the City of Boulder City.

5. Describe Respondent's proposed fair market rent for the Starting Point property.
 - a. If Respondent proposes to pay a rate per SF for each location outlined in Exhibit B, please include Respondent's estimate of the fair market lease rate for the Starting Point property and any analysis/supporting documentation used to determine Respondent's estimate of fair market lease rate for the Starting Point.
 - b. If Respondent proposes an alternative rent structure(s) please include a detailed description of the rent structure(s), justification as to why the proposed rent structure(s) is beneficial to the City, and sufficient basis to support the justification.
6. Provide a 10-year Pro Forma for the Starting Point property.
 - a. Include anticipated revenues and general costs for Respondent and the City.

Tab F – General Questions

1. Describe the level of involvement and/or assistance Respondent expects from the City in the execution of Respondent's development proposal.
2. Describe how the Respondent intends to accommodate tenants that occupy the airport and not disrupt their operations during the development.
3. Prospects interested in property will have a variety of requirements which creates a variety of development opportunity scenarios. Some prospects will ask the Respondent to provide a turn-key solution for them while other prospects may request to lease property within the Boulder City Municipal Airport directly from the City. Describe Respondent's flexibility to accommodate different prospect requirements. Identify scenarios Respondent supports and scenarios Respondent does not support. Include a description of how Respondent would expect to be compensated in the supported scenarios.
4. The City provided several assumptions for Respondent to build their proposal. Does Respondent believe any of the assumptions provided by the City are problematic in the development of the Airport Property? If so, please provide sufficient basis to support Respondent's perspective.
5. The City understands real estate development can be cyclical. Describe how Respondent is positioned to handle downturns in the real estate development cycle and how the Property will benefit from Respondent in this regard.

Tab G - Appendices

The following information is mandatory and should be separately identified. Failure to complete and submit any section may be grounds for rejection. These documents are attached as exhibits to this Scope of Work:

1. Attachment A, Proposal Submittal Page
2. Attachment B, Standard Certifications
3. Attachment C, Qualifications and Experience
4. Attachment D, Affidavit of Rejection of Workers Compensation
5. Attachment E, Non-Collusion Affidavit
6. Attachment F, Insurance Requirements
7. Attachment G, Financial Statement(s)

V. SELECTION PROCESS.

1. City of Boulder City will appoint an evaluation panel to evaluate each Respondent's proposal. Using the criteria and weighting listed herein, the evaluation panel will rank the Respondent(s) in order of highest to lowest score.
2. The Evaluation Panel may, at its sole discretion, select the highest ranked Respondent

solely based on the evaluation panel’s scoring of the Respondents’ proposal without interviews or additional submissions.

3. Alternatively, the Evaluation Panel may, at its sole discretion, create a short list of the top-ranked Respondent(s) and thereafter conduct interviews regarding the project with the short listed, top-ranked Respondents. If interviews are conducted, the Evaluation Panel will re-score the short-listed Respondent(s) according to the Evaluation Criteria and re-rank the short-listed Respondent(s) in order of highest to lowest score.
4. The Evaluation Panel may, at its sole discretion, request all or the shortlisted, top-ranked Respondents to submit Best and Final Offers (BAFO). If BAFOs are solicited, the Evaluation Panel will re-score all Respondent(s) submitting BAFOs according to the Evaluation Criteria and re-rank the Respondents submitting BAFOs in order of highest to lowest score.
5. Respondents may be evaluated in accordance with the Evaluation Criteria using information obtained by any combination of the following: 1) Proposals and BAFOs submitted in response to this RFP; 2) past performance; 3) interview performance (if conducted); and 4) any information from any source about the Respondent, whether included in the proposal or not.
6. A notification will be posted on City’s website following a selection determination.
7. The City intends to enter into negotiations with the highest ranked Respondent to finalize a Master Developer Agreement and Lease for the services. If an agreement cannot be successfully negotiated with the highest ranked Respondent, then negotiations may be terminated with that Respondent and the City may enter negotiations with the next highest ranked Respondent until an agreement is reached or an impasse is declared.

VI. EVALUATION CRITERIA:

The following factors will be considered in the evaluation of individual Proposals. The City’s selection committee will score each Proposal on a 100-point scale. The purpose of scoring the Proposals is to establish a prioritized order in which to continue further discussions, but the same shall not be binding upon the City. The following are the criteria and points associated for each that the City’s selection committee will be using:

Points	Category
25	Use of Entire Project Area
35	Starting Point
30	Deal Structure
10	General Questions
100	Total Score

ATTACHMENT B

STANDARD CERTIFICATIONS

1. DEFINITIONS

- a) “City” means the City of Boulder City.
- b) “City Council” means the governing body of the City of Boulder City.
- c) “Contracting Entity” means the individual, partnership, corporation or other entity seeking to enter into a contract or agreement with the City of Boulder City.
- d) “Principal” means, for each type of business organization the following: (a) sole proprietorship – the individual owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. INSTRUCTIONS

The Contracting Entity shall complete Section 1, 2, 3,4 and either Section 5 or 6. An officer or other official authorized to contractually bind the Contracting Entity shall sign and date this Certificate.

3. INCORPORATION

This Certificate shall be incorporated into the resulting Contract, if any, between the City and the Contracting Entity. Upon execution of the Contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the Contract, and/or a withholding of payments due the Contracting Entity, if any.

Section 1: Contracting Entity	
Name	
Address	
Telephone No.	
EIN or DUNS	
Section 2: Description	
Section 3: Type of Business	
<input type="checkbox"/> Individual	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust
<input type="checkbox"/> Other:	<input type="checkbox"/> Corporation

Attachment B: Standard Certifications Continued

<p>Section 4: Conflict of Interest <i>If Offeror cannot affirmatively certify to statement number 1 below, Offeror's submittal will be rejected and will not be evaluated. If Respondent cannot affirmatively certify to statement number 2 below, City of Boulder City will consider Respondent's written response to determine if it's submittal will be accepted and be evaluated.</i></p>			
1.	Respondent hereby ____ certifies ____ does not certify that this engagement, if selected, will not result in a conflict of interest.		
2.	Respondent hereby ____ certifies ____ does not certify that it has no known business or financial relationships between Respondent or Respondent's firm and member of the City of Boulder City Council. If Offeror does have known business or financial relationships, please list them below: _____ _____ _____		
<p>Section 5: Disclosure of Ownership and Principals <i>In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities directly or indirectly holding more than one percent (1%) ownership interest in the Contracting Entity.</i></p>			
	Full Name & Title	Business Address	Business Phone No.
1.			
2.			
3.			
4.			
5.			
<p>Section 6: Disclosure of Ownership and Principals – Alternate <i>If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Section 4.</i></p>			

I certify under penalty of perjury that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above-named Contracting Entity.

Name

Date

ATTACHMENT C
QUALIFICATIONS AND EXPERIENCE

Respondent shall provide a brief description of the Responder’s qualifications, certifications, experience, and number of years in operation. Provide three (3) examples of developments similar in size and scope that have been completed in the past fifteen (15) years and provide 3 professional references within the past 5 year. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City. (Make additional copies as needed of the forms in this attachment.)

Reference Contact 1		
Company Name:		
Company Address:		
Airport Name:		
Point of Contact:	Name:	Title:
Email:		Phone No:
Brief Description of Relationship with Reference:		

Reference Contact 2		
Company Name:		
Company Address:		
Airport Name:		
Point of Contact:	Name:	Title:
Email:		Phone No:
Brief Description of Relationship with Reference:		

Reference Contact 3		
Company Name:		
Company Address:		
Airport Name:		
Point of Contact:	Name:	Title:
Email:		Phone No:
Brief Description of Relationship with Reference:		

Example Development Information			
Company Name:			
Company Address:			
Airport Name:			
Point of Contact:	Name:	Title:	
Email:		Phone No:	
Brief Description of Contracted Scope:			
Year Contract Awarded		Term of Contract: <i>(including all option years)</i>	
Base Contract Amount:	\$	Total Contract Amount <i>(including all option years)</i>	\$

ATTACHMENT D
AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION UNDER NRS 616B.627 AND NRS 617.210

In the State of Nevada, County of Clark, _____, being duly sworn,
deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of the Contract with the City of Boulder City.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of Boulder City will not be considered to be my employer or the employer of my employees, if any; and that the City of Boulder City is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of the Contract.

I, _____, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this _____ day of _____, 20_____

Signature _____

ATTACHMENT E
NON-COLLUSION AFFIDAVIT

State of _____ County of _____

_____ being first duly sworn deposes that:

1. He/She is the _____ of _____, the Firm that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Firm nor any of its officers, partners, City, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Boulder City or any person interested in the proposed Contract or agreement; and
5. The Proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Firm/team or any of its agents, representatives, City, employees, or parties including this affiant.

Signed: _____

Title: _____

ATTACHMENT F
INSURANCE REQUIREMENTS

The selected Offeror will be required to procure and maintain at a minimum and at its own expense, the following insurance types and amounts as well as any required in the subsequent Master Developer Lease. All such insurance must name City of Boulder City as additional insured, with the exception of Professional Liability and Workers Compensation policies. Liability and Excess insurance carriers shall have an AMBest rating of A-VIII or above and shall be licensed to do business in the state of Nevada. Excess liability insurance must be “follow form” equal or broader in coverage scope as the underlying insurance. Selected Offeror shall provide the City of Boulder City with acceptable insurance certificates and endorsements prior to commencement of any work under the subsequent Master Developer Lease. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

- Comprehensive General Liability \$10,000,000 per occurrence, \$20,000,000 annual aggregate
- Commercial Automobile Liability \$3,000,000 per occurrence
- Environmental Impairment Liability/Pollution \$2,000,000 per occurrence, \$4,000,000 aggregate
- Professional Liability \$5,000,000 per occurrence
- Workers Compensation As required by the law, and Employer’s Liability Insurance \$1,000,000
- Builders Risk Covering Offeror’s premises and all replacements and/or additions thereto for their full insurable value plus ten percent on a replacement cost basis.

In compliance with this section, the Respondent may file with the City a satisfactory policy providing a minimum of \$20,000,000 of "blanket coverage". Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the “Insurance Service Office”, or required by law and other governing agencies, whichever is greater. Respondent In addition, the Respondent shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

Offeror hereby certifies that as an Offeror to City of Boulder City Solicitation IGM 2024-001-RFP for Master Developer for Boulder City Municipal Airport, Offeror is fully aware of the Insurance Requirements as specified in this Attachment D and is aware that additional insurance types and/or amounts may be required in the subsequent Master Developer Lease.

Should Offeror be awarded the Master Developer Lease by the City of Boulder City, and then become unable to produce the insurance coverage specified within ten working days, Offeror is fully aware and understands that City of Boulder City may not consider Offeror for this and future projects.

Signature of Offeror

Date

ATTACHMENT G
FINANCIAL STATEMENTS

Offeror shall provide a description of the financial capacity of Offeror and provide supporting documentation in the form of annual reports, audited statements, balance sheets, profit and loss statements, and/or any other material financial statements. Financial statements can be marked as confidential, however, the City cannot guarantee that it shall not be compelled to disclose all or part of any public record since information deemed to be confidential by Respondent may not be considered confidential under Nevada law. See Section 1 and 27 for further information on Public Records.

Financial Statements are required for the participation in the RFP.

EXHIBIT A EAST GA HANGAR AREA

Project Area	Total Size (Acres)	Price Per Square Foot Per Year	Total Annual Price
East GA Hangar Area <i>(Exhibit A)</i>	2.6	\$.89	\$101,085

Boulder City Municipal Airport Appraisal Exhibit Map - East of Taxiway A, South of Hangars



Legend

- East GA Hangar Appraisal Area
- City Limits
- Municipal Airport
- Transmission Lines

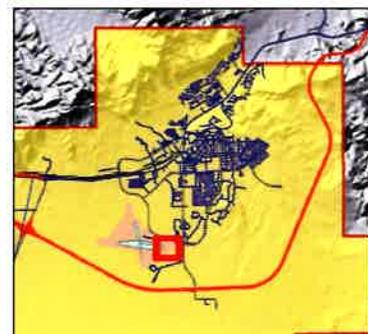
CITY Property Ownership

N

0 250 500 Feet

Map prepared by:
 Brok Armantrout
 Contracts/Real Estate Manager
 City of Boulder City, Nevada

Version: 1.0
 Reprint Date: 4/10/2023



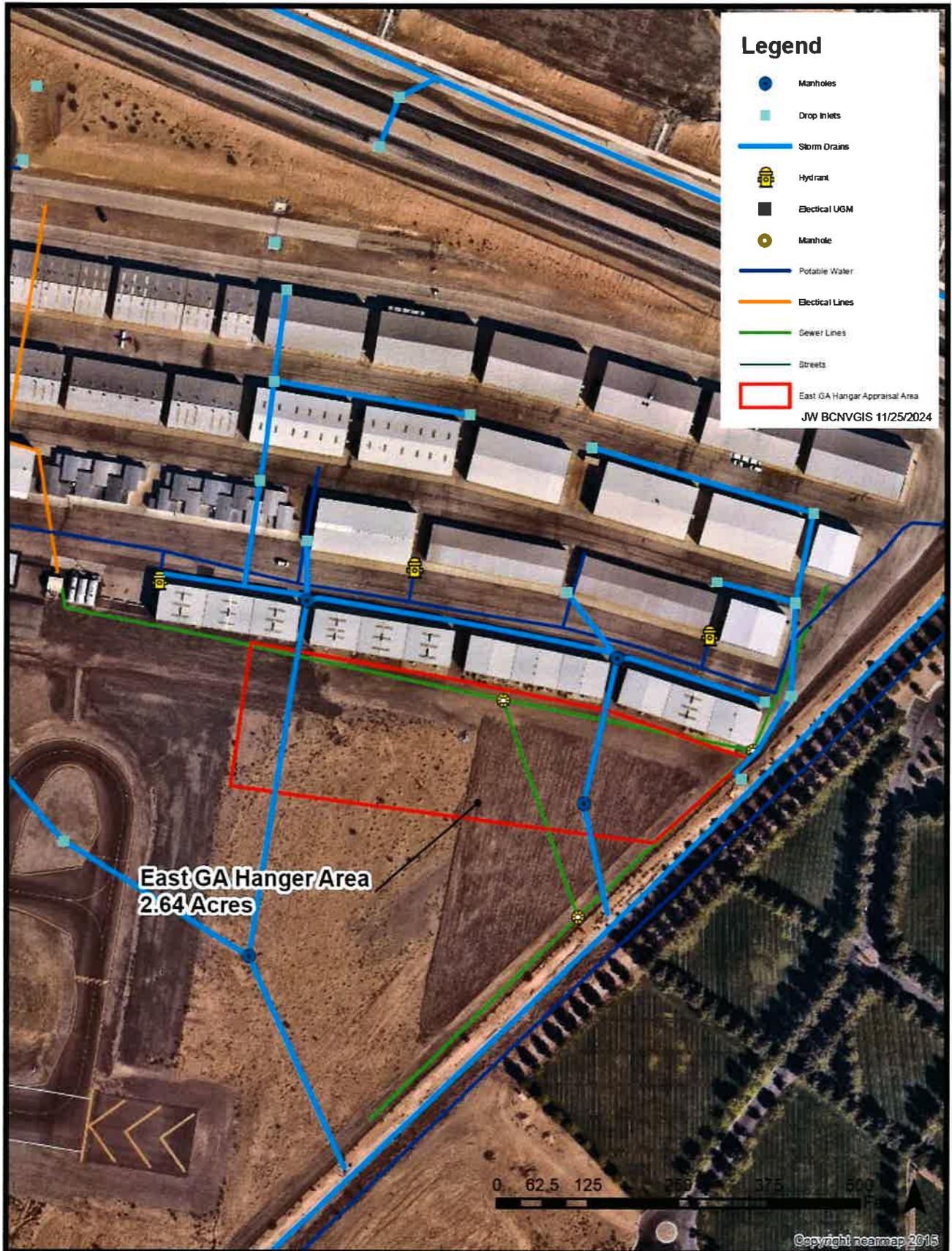
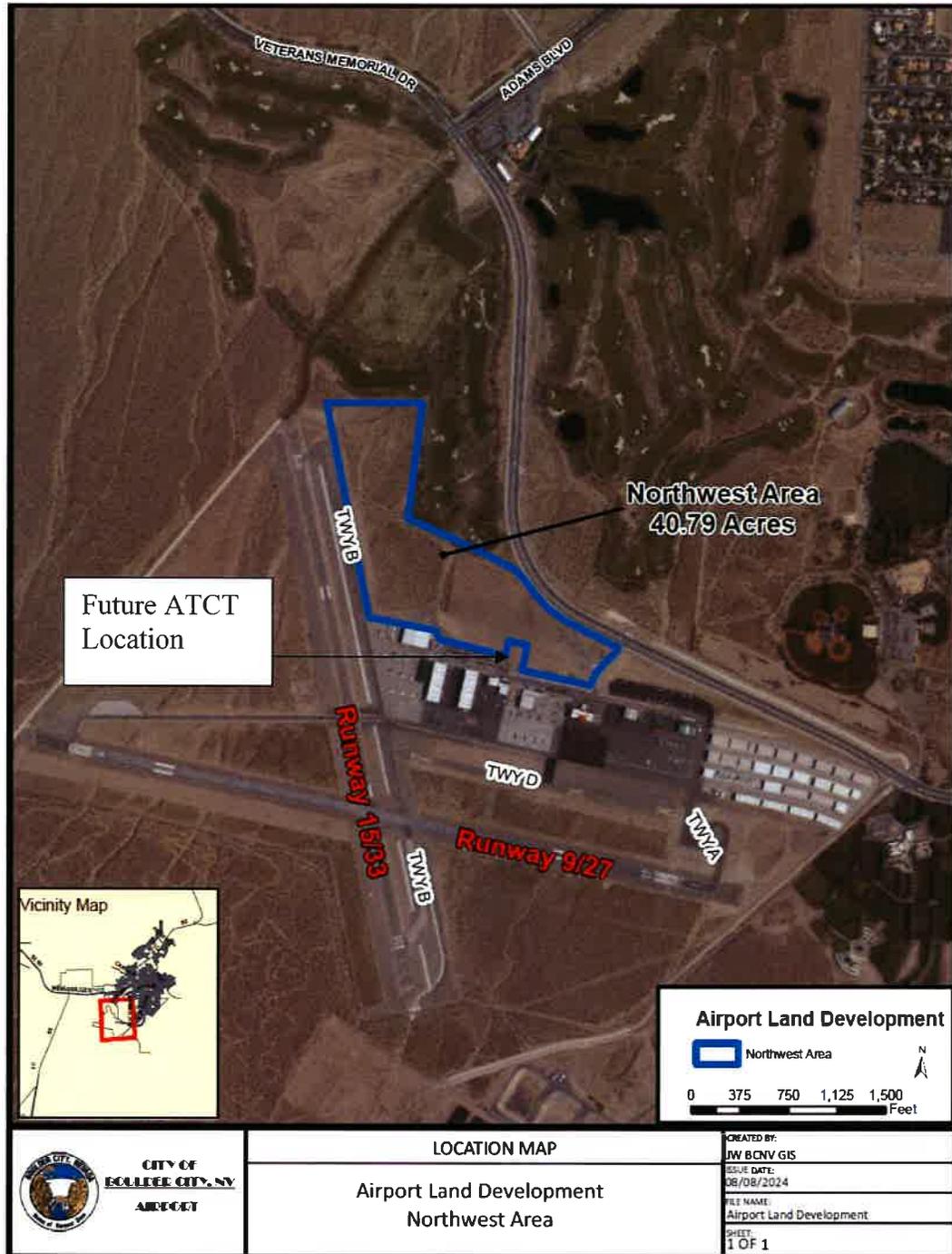


EXHIBIT B

NORTHWEST LAND DEVELOPMENT AREA

Project Area	Total Size (Acres)	Price Per Square Foot Per Year	Total Annual Price
Northwest Land Development Area <i>(Exhibit B)</i>	40.79	\$.52	\$930,598



**CITY OF
BOULDER CITY, CO**
AIRPORT

LOCATION MAP

Airport Land Development
Northwest Area

CREATED BY:

JW BCNV GIS

ISSUE DATE:

08/08/2024

FILE NAME:

Airport Land Development

SHEET:

1 OF 1

